

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 11 day of October, 2011, by and between the **UTAH DEPARTEMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**" and the **UTAH DIVISION OF STATE HISTORY**, hereinafter referred to as "**History**."

### WITNESSETH:

**WHEREAS**, **UDOT** is engaged in activities on state and nonfederal lands that are not state lands that have the potential to inadvertently discover ancient human remains which are likely to be subject to UCA Section 9-9-403 and UAC R230-1; and

**WHEREAS**, History has the expertise to recover, analyze and make recommendations of cultural affiliation pertinent to UCA Section 9-9-403 and UAC R230-1 for human remains from nonfederal lands that are not state lands (UCA Section 9-8-309 and UAC R212-4); and

**WHEREAS**, History may advise, assist and cooperate with responsible agencies in meeting their obligations regarding ancient human remains that are discovered in conjunction with a project or undertaking subject to Chapter 8, part 4 Historic Sites, or Section 106 of the National Historic Preservation Act according to UAC R212-4; and

**WHEREAS**, the parties hereto desire to have History advise and assist UDOT in instances where ancient human remains have been inadvertently discovered through UDOT activities in a manner which may include recovery, analysis, and recommendations of cultural affiliation according to UCA Section 9-9-403, UCA Section 9-8-309, UAC R230-1, and UAC R212-4; and

**WHEREAS**, UDOT will reimburse History for its actual cost incurred for providing advice and assistance including recovery, analysis, and recommendations of cultural affiliation according to the conditions and terms contained herein.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

(1). History will provide advice and assistance including recovery, analysis, and recommendations of cultural affiliation for ancient human remains discovered during UDOT activities on state and nonfederal land that is not state land when requested by UDOT. These activities will be completed on a schedule agreed upon up front by History and UDOT.

(2). History will provide a written report to UDOT detailing work performed by History on behalf of UDOT, to include, as applicable, recovery, analysis, and recommendations of cultural affiliation for each instance of ancient human remains discovered during UDOT activities on state and nonfederal land that is not state land.

(3). Upon completion of work and written report History will submit an invoice to UDOT for actual costs incurred for each instance of ancient human remains discovered during UDOT activities on state and nonfederal land that is not state land. The invoice shall be submitted to:

Brandon Weston (or his successor), UDOT Director of Environmental Services  
4501 South 2700 West, PO Box 148450  
Salt Lake City, UT 84114-8450

(4). UDOT will reimburse History by an interagency transfer within sixty (60) days after receipt of said invoice from History.

(5). Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized by the Executive Director of UDOT and the Director of History as required by Section 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;

(d) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Executive Director of UDOT and the Director of History. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party; and

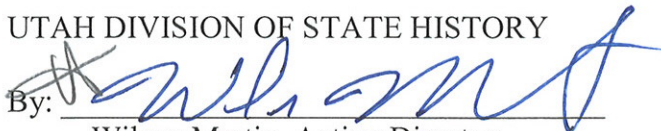
10. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the Executive

Director of UDOT and the Director of History, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records of each party.

11. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

UTAH DIVISION OF STATE HISTORY

By:   
Wilson Martin, Acting Director

Date: 8-15-11

Approved as to Form and Compliance with Applicable Law


By: \_\_\_\_\_  
Date: \_\_\_\_\_

UTAH DEPARTMENT OF TRANSPORTATION

By:   
John R. Njord, Executive Director

Date: Oct 11, 2011

Approved as to Form and Compliance with Applicable Law

By:   
Date: Oct 11, 2011

